

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)  
(Jointly Administered)


**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<b>RBS SECURITIES INC.*</b> <i>Name of Transferee</i>	<b>KLEINWORT BENSON PRIVATE BANK LIMITED</b> <i>Name of Transferor</i>
Name and Address where notices to transferee should be sent:  RBS SECURITIES INC. 600 Washington Boulevard Stamford, CT 06901 Attn: Matthew Rosencrans Phone: (203) 897-2644 Email: <a href="mailto:Matthew.Rosencrans@rbs.com">Matthew.Rosencrans@rbs.com</a>	Court Claim # (if known): 36298  Amount of Claim Being Transferred:  100% of Claim # 36298 as held by Kleinwort Benson Private Bank Limited  Date Claim Filed: 10/5/2009  Name and Address of Transferor:  Kleinwort Benson Private Bank Limited 14 St. George Street London W1S 1FE Attn: Thom Gascoigne Structured Investment Specialist Direct: + 44 20 3207 7141 Email: <a href="mailto:Thom.Gascoigne@kleinwortbenson.com">Thom.Gascoigne@kleinwortbenson.com</a>

\*Transferor has authorized that the claim be transferred to RBS Securities Inc., an affiliate of Royal Bank of Scotland plc.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  \_\_\_\_\_

Date: August 12, 2013

**RBS SECURITIES INC.**

Transferee/Transferee's Agent

**KAREN BREWER  
DIRECTOR**

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

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CGSH Draft BV Program Securities Form 1/5/10

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN BROTHERS TREASURY CO. B.V.  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Kleinwort Benson Private Bank Limited ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Royal Bank of Scotland plc (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the Issue of GBP 3,550,000 Index-Linked Redemption Notes due September 2012 specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 36298 filed by or on behalf of Kleinwort Benson Private Bank Limited (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller has provided Purchaser with a true and correct copy of any acceleration notice delivered by Seller or its predecessor with respect to the Purchased Security, which notice was delivered to Lehman Brothers Treasury Co. B.V. and Lehman Brothers Holdings, Inc. in accordance with the terms of the underlying fiscal agency agreement on the date set forth in such notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law in respect of the Transferred Claims, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as

the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, and covenants shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller from the date hereof in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.


6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 17<sup>th</sup> day of March 2010.

Kleinwort Benson Private Bank Limited

By:



Name:

J. PERKIN

Title:

Chief Investment Officer

By:



Name:

M. Hussain

Title:

Head of Private Wealth  
Management

30 Gresham Street  
London  
EC2V 7PG

Royal Bank of Scotland plc

by: RBS SECURITIES INC, ITS AGENT

By:



Name:

JON WEISS

Title:

MD

600 Steamboat Road  
Greenwich  
CT 06830

600 Washington Blvd  
Stamford CT 06901

Schedule I

LEHMAN BROTHERS TREASURY CO. B.V.  
LEHMAN PROGRAM SECURITY

Transferred Claims

Purchased Claim

100% (GBP 3,550,000) of GBP 3,550,000 (the outstanding amount of the Proof of Claim as of 17 MARCH 2010).

Lehman Programs Securities to which Transfer Relates

<u>Description of Security</u>	<u>ISIN/CUSIP</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal / Notional Amount</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Accrued Amount (as of Proof of Claim Filing Date)</u>
Issue of GBP 3,550,000 Index-Linked Redemption Notes due September 2012	XS0319729579	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP 3,550,000	0	5 September 2012	Not applicable

Schedule I